IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO. 2910 OF 2001

IN

SUIT NO. 4075 OF 2001

M/s. Juhu Ruturaj Co-operative
Hsg. Soc.Ltd .....Plffs.
vs.
Smt. Sunita Ram Shahani
and ors. .....Defnds.

P.G. Pravin for the plaintiffs.

Dr. K.N. Velenkar for defendant Nos. 1,2 and 4.

CORAM: S.U. KAMDAR, J.

DATE : 23rd September, 2005.

P.C. :

1. The present suit is filed for the declaration that the defendant nos.1 to 4 are not lawful and bonafide purchaser inrespect of the common utility premises no.1 to 4 situated in the compound of the society at Juhu Ruturaj Co-op Hsg Soc Ltd, 71/P, Juhu Road, Santacruz (W), Bombay-49. It is the case of the society that the said two premises which are

located behind the Shop No.5 and 18 are infact the premises meant for the society for utilising the same for common activity of the society. It is the case of the plaintiff society that the defendant have unlawfully occupied the said premises. The defendant has on the other hand contended that they have purchased the said premises from the builder. Learned counsel has drawn my attention to two receipts which are annexed as Ex. G and H to the plaint indicating the payment made for the acquisition of the said premises from the builder. From the said receipts it is not possible to hold that the said payments are towards the acquisition of the said premises. Further one of the said premises are not the regular premises constructed as per the sanction plan which can be sold by the builder. I find that the said premises are temporary premises constructed behind the shop premises occupied by the defendant. In view of the fact that the defendant do not have any document to show that they are the purchaser of the said premises save and except two receipts Ex.G and H at this interim stage it is necessary that the property

is required to be protected. There is already a Receiver appointed and in that view of the matter that till the hearing and final disposal of the suit the said ad-interim order dated 3.12.2001 is required to be confirmed. In the present proceeding there are also disputes as to the possession and dispossession of either of the parties therefore also the said premises are required to be protected till the determination of the suit. The Receiver has already sealed the said premises Thus the Receiver is directed to continue to remain in possession till the disposal of the suit. Motion disposed off accordingly. No order as to costs.

sd/-

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